

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Actum International UK Limited

2. Registration Number

7033

3. Primary Address of Registrant

91 Jermyn Street, First Floor, London, England, UNITED KINGDOM SW1Y6JB

4. Name of Foreign Principal

Government of National Unity of Libya

5. Address of Foreign Principal

Tarik al Seka, Ben Ashour District
Tripoli, Libya
LIBYA

6. Country/Region Represented

LIBYA

7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Central Libyan Government

b) Name and title of official with whom registrant engages

Mohammed Ali Abdallah, Special Envoy to the United States, Special Envoy to the United States

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>11/01/2021</u>	<u>Morris Reid</u>	<u>/s/Morris Reid</u>
<u>11/01/2021</u>	<u>Kirill Goncharenko</u>	<u>/s/Kirill Goncharenko</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

EXECUTION

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Date

Printed Name

Signature

10/29/21Morris L. ReilMorris L. Reil

EXECUTION

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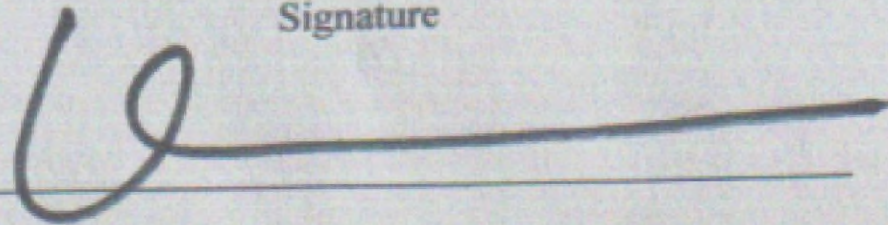
Date

Printed Name

Signature

11/1/21

Kirill Goncharenko



U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Actum International UK Limited

2. Registration Number
7033

3. Name of Foreign Principal
Government of National Unity of Libya

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/30/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see the attached contract. Registrant's services include strategic consulting, government relations, lobbying, and media relations and management.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see the attached contract. Registrant's services include strategic consulting, government relations, lobbying, and media relations and management.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Please see the attached contract. Registrant's services include strategic consulting, government relations, lobbying, and media relations and management.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/01/2021Kirill Goncharenko/s/Kirill Goncharenko11/01/2021Morris Reid/s/Morris Reid

EXECUTION

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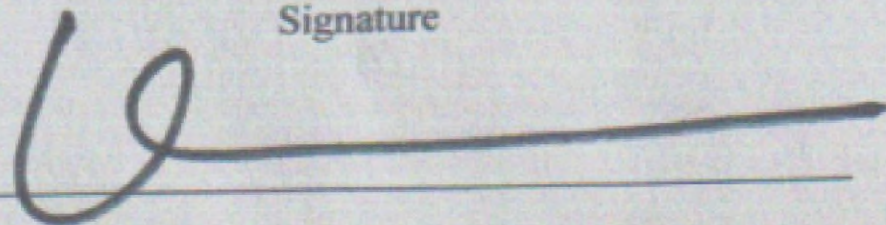
Date

Printed Name

Signature

11/1/21

Kirill Goncharenko



EXECUTION

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Date

Printed Name

Signature

10/29/21Morris L. ReilMorris L. Reil

Mercury.

CONSULTING SERVICES AGREEMENT

The Government of National Unity Libya ("Client") hereby enters into this Consulting Services Agreement (the "Agreement") effective as of 21 March 2021 (the "Effective Date") to retain Mercury International UK Limited ("Consultant"), as an independent contractor to perform the services described herein.

1. The Services. Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant will provide such other reasonable consulting services as the parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below).

2. Payment Terms. Client and Consultant agree that Consultant is entitled to receive and Client shall pay the fees and expenses set forth on Schedule 2, which is incorporated at this point, and which may be modified from time to time as mutually agreed to in writing. Payment in full of fees and expenses shall be made to Consultant within thirty (30) days after an invoice is rendered. For ongoing fees and expenses, Client will be billed on the first of every month unless the Agreement begins mid-month. In such cases, all expenses will be due in full as billed and all fees will be billed on a prorated basis in the first and last month of the Agreement. In the event that Client does not pay such invoices within the specified timeframe: (i) the Client shall pay interest on the overdue amount at the rate of four (4) per cent per annum above Barclays Bank plc's base rate from time to time (such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement); and (ii) the Consultant may suspend provision of Services until payment is made. All payments made by Client shall be without deduction or set-off. All amounts payable under this Agreement are exclusive of VAT, which the Consultant shall add to all invoices, as applicable, at the appropriate rate. All amounts payable to the Consultant under this Agreement shall become due immediately on its termination.

3. Term. The initial term of this Agreement shall begin on the Effective Date and will continue in effect for six (6) months thereafter (the "Initial Term"). Thereafter, the term of this Agreement shall automatically continue on a monthly basis, unless terminated by either party on thirty (30) days' prior written notice to the other party (any such continuation, together with the Initial Term, shall be referred to as the "Term"). Either party may terminate this Agreement at any time on written notice, either immediately or following such period as it shall see fit, if at any time, the other party: (i) commits any material breach of this Agreement which, if capable of remedy, is not remedied within a period of thirty (30) days from the service on it of a notice specifying the breach and requiring it to be remedied; or (ii) ceases or threatens to cease to carry on business, becomes insolvent, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any

4. Client Contact. Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this Agreement.

5. Independent Contractor Status. Consultant agrees that it is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.

6. Non-Solicitation. Each party acknowledges that the other party's employees are a valuable asset of such party. Accordingly, each party agrees that during the Term of this Agreement and for one (1) year thereafter, such party shall not, directly or indirectly, knowingly recruit or solicit, or employ, engage as a consultant, or otherwise retain, any of the other party's employees who are involved in the performance of this Agreement. Each party agrees that the other party's remedy at law for a breach of the provisions of this clause 6 shall be inadequate and therefore the non-breaching party shall be entitled to injunctive relief for such breach in addition to any other right or remedy it might have.

7. Confidential Information; Trade Secrets. During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature to it (the "Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. The Consultant may disclose the Client's Confidential Information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Consultant's rights or carrying on its obligations under this Agreement; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Information shall not be deemed to be Confidential Information if such information is: (i) already known to Consultant free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

8. Non-Exclusivity; Performance. Client hereby acknowledges and agrees that Consultant shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein shall preclude Consultant from doing so. Notwithstanding anything contained in this clause 8 to the contrary, Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously. All implied conditions, warranties, and representations and other terms, whether implied by statute, regulation, and common law or otherwise in respect of the Services provided by the Consultant are excluded.

9. Client's Obligations. The Client acknowledges that the Consultant's performance of the Services is dependent on the co-operation of the Client. Accordingly, the Client shall: (i) co-operate with the Consultant in all matters relating to the Services; (ii) provide, in a timely manner, all approvals, responses to queries and materials required in connection with this Agreement; and (iii) obtain and maintain all necessary licenses and consents and comply with all relevant legislation applicable to the Client in relation to the Services; provided, that, Consultant shall be required and responsible for any licenses and permits required of Consultant. If the Consultant's performance of its obligations under this Agreement is prevented or delayed by an act or omission of the Client, its agents, subcontractors, consultants or employees, the Consultant shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

10. Liability. Nothing in this Agreement limits or excludes the Consultant's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law. Subject to the foregoing, the Consultant shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of or damage to goodwill; (vi) loss of use or corruption of software, data or information; (vii) any indirect or consequential loss. Subject to the foregoing, the Consultant's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to, in respect of all claims (connected or unconnected) in any consecutive twelve (12) month period, the equivalent of the total fees paid by the Client in that period.

11. Publicity. Client shall not use Consultant's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without Consultant's prior written approval.

12. Assignment. Neither party shall assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void; provided, however, the Consultant may assign certain performance obligations hereunder to its affiliates without the written consent of the Client.

13. Data Protection. Each party undertakes that it does and will comply with its obligations under the Data Protection Act of 2018, and the General Data Protection Regulation (GDPR). Where under this Agreement one party is acting as a data processor and the other party is acting as a data controller, the data processor: (i) shall process personal data in respect of which the other party is the data controller only in accordance with the instructions of the data controller; and (ii) warrants that it has in place and undertakes to maintain appropriate technical and organizational measures against unauthorized or unlawful processing of such personal data and against accidental loss or destruction of or damage to such personal data. In this clause 13, the terms "data processor", "data controller" and "personal data" shall have the meanings set out in the GDPR.

14. Notices. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via email, and will be deemed given when so delivered personally, or if mailed,

If to Consultant:

Mercury International UK Limited
91 Jermyn Street, First floor
London SW1 6JB
United Kingdom
Email: DASAccounting@mercuryllc.com
Phone: +44 (0) 207 319 7651

If to Client:

Government of National Unity Libya
Office of the Prime Minister
Attention: Mohammed Ali Abdallah
Address:
Email:
Phone: +218922220124

Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

15. Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

16. Force Majeure. If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by an event outside of its reasonable control (an "Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

17. Dispute Resolution. In the event of any dispute between the parties to this Agreement concerning the terms of this Agreement or matters related thereto, the parties shall first attempt as a condition precedent to further action to settle and resolve said dispute amicably and by agreement within thirty (30) days of a receipt of notice of a dispute by one party to the other party. Each party shall deal in good faith through representatives authorized and empowered to resolve the dispute. In the event that said dispute cannot be settled and resolved amicably as set out above, said dispute shall be resolved exclusively and finally through arbitration as set out in this clause 17 and under the following terms and conditions:

(a) All disputes arising out of or in connection with this Agreement shall be finally settled and resolved under the London Court of International Arbitration (the "Rules"), which Rules are deemed to be incorporated by reference in this clause 17.

(b) The tribunal shall consist of three arbitrators in accordance with said Rules.

(c) The appointing authority for the purposes of the Rules shall be the London Court of International Arbitration.

(d) The seat of place of the arbitration shall be London.

(e) The language of the arbitration shall be English. Each party shall produce documents originally drafted in English without translation. Any document drafted in a language other than English must be translated into English, properly certified as accurate, with said translation attached to the original document.

(f) All findings, comments, orders, and the arbitration decision and award itself, in addition to all documents and communications of every sort used in the arbitration shall be in English.

(g) The arbitrators may award compensatory damages under the terms of this Agreement, but in no event shall the arbitrators' award special, consequential, or punitive damages.

(h) Each party shall initially bear its own expenses, including all costs and attorney's fees, in connection with presenting its case for arbitration, and the parties shall share equally in the costs and expenses of the arbitration process itself, including, but not limited to, the cost of the arbitrators. However, in the final award, the arbitral tribunal as described herein shall set and fix the costs of the arbitration and shall decide which party or parties shall bear and pay the costs and in what proportions.

18. Foreign Agents Registration Act.

(a) The parties mutually acknowledge and agree that this Agreement shall require Consultant to make certain filings in connection with and otherwise comply with the Foreign Agents Registration Act ("FARA"). Consultant shall have the duty and obligation to make any and all necessary filings and report pursuant to FARA in connection with this Agreement.

(b) In addition to any other indemnification obligations set forth in this Agreement, an indemnifying Party shall indemnify and hold harmless the Indemnified Parties from and against any and all penalties, fees, damages, liabilities, costs, and claims (including reasonable attorneys' fees) in connection with FARA which the Indemnified Parties may incur as a result of, related to, or arising out of, the indemnifying Party's failure to: (i) provide complete or accurate information to the Indemnified Parties; (ii) timely provide all requested information; (iii) abide by all applicable laws; or (iv) abide by the terms of this Section.

19. General.

(a) No amendments or modifications shall be binding upon either party unless made in writing and signed by both parties.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and

negotiations, whether written or oral, between the parties respecting the subject matter hereof. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause 18 shall limit or exclude any liability for fraud.

(c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(e) The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

(f) The clause headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

(g) No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

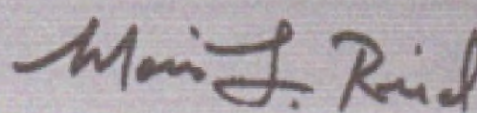
(h) Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

(i) No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

(j) This Agreement is made in two copies of equal legal force: one copy for the Client and one copy for the Consultant. This Agreement is in the English language and an Arabic translation is provided for reference and convenience only. In the event of any conflict in the languages, or any inconsistency in translation, terms, or interpretation of the Agreement, the English version is confirmed as the Agreement between the parties and shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

Mercury International UK Limited

By: 

Name: Morris L. Reid

Title: Partner

Date: 21/03/2021

Government of National Unity of Libya

By: 

Name:

Adel G. A. Amori

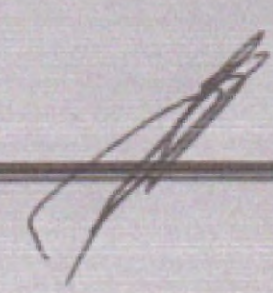
Title:

State minister for Government affairs

Date:

30/03/2021

Government of National Unity Libya INTL UK contract 03202021



SCHEDULE 1

Services

Consultant will provide strategic consulting and management services ("Services") specific to issues facing the Client in the following areas:

- ❖ Lobbying Congress and the Executive Branch on behalf of the Client
- ❖ Identifying interest groups allied with Client and coordinate support
- ❖ Media and public relations
- ❖ International affairs

It is expressly agreed and understood that this contract may include national or local lobbying activities. Accordingly, prior to undertaking said services, there is a requirement for the Consultant to join the Register of Consultant Lobbyists (the "Register") as is required under the Transparency of Lobbying, Non Party Campaigning and Trade Union Administration Act of 2014 (the "Act"). Additionally, under the Act, the Consultant will be required to make quarterly submissions naming all clients for which it has carried out lobbying activity in the immediately preceding quarter. In such circumstances, the Client acknowledges the Consultant's obligation to join the Register prior to carrying out any lobbying activities and consents to any such disclosure under the Act.

SCHEDULE 2

Compensation and Expenses

In consideration of the Services identified in Schedule 1, the Client will pay to the Consultant the following fees in US Dollars (\$):

- ❖ \$175,000.00 per month to be billed quarterly
- ❖ \$50,000.00 per quarter for expenses

Payments shall be made by bank transfer to Consultant's bank per attached Schedule 4.

Polling expenditures and any media/advertising expenditures including both production and placement will be billed in addition to the monthly retainer and will only be made with the approval of the Client.

In addition, Client agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses over \$500.00 will be incurred only with the prior written approval of the Client.

Reasonable and customary expenses per paragraph two (2) of this Agreement shall be billed and paid monthly in the same manner as compensation. However, regardless of and in addition to said monthly billing of expense, in certain circumstances, such as expense incurred or to be incurred by travel or other expense, said circumstances to be determined within the sole discretion of the Consultant, the Consultant may elect to require the Client to pay for, directly and in advance, said expense prior to Consultant being obligated to undertake said travel, expense, or other obligation.



SCHEDULE 3

Contact Information

Government of National Unity Libya
Office of the Prime Minister
Attention: Mohammed Ali Abdallah
Address:
Email:
Phone: +218922220124

Invoices should be sent to the following:

Email: _____

Government of National Unity Libya INTL UK contract 03202021

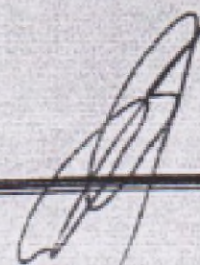
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SCHEDULE 4

Bank Information for Payments

REDACTED

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